

THE FOLLOWING ACTIONS WERE TAKEN FOR THE BELOW RESOLUTIONS AT THE DECEMBER 2, 2009 REGULAR CITY COUNCIL MEETING:

RESOLUTION NO. 156-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDED BID NO. 242-09 FOR THE PURCHASE AND INSTALLATION OF A PLAY STRUCTURE FOR BICENTENNIAL PARK TO "A+ PLAYGROUNDS" OF JACKSONVILLE, FLORIDA, BEING THE LOW RESPONSIVE AND RESPONSIBLE BIDDER IN THE AMOUNT OF \$43,689.50; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED MATERIALS AND INSTALLATION AGREEMENT WITH "A+ PLAYGROUNDS"; AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM ACCOUNT NO. 310-1234-572-6-6351; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS NOT TO EXCEED THE AMOUNT OF 10% OF THE TOTAL CONTRACT AMOUNT; FURTHER AUTHORIZING STAFF TO MODIFY THE APPROVED MASTER SITE PLAN BY EXCHANGING THE APPROVED PLAYGROUND SITE WITH AMPHITHEATER LOCATION TO PROVIDE NATURAL SHADE FOR THE CHILDREN PLAY AREA, INCREASED SEATING CAPACITY AND A CENTRALIZED LOCATION FOR THE AMPHITHEATRE; AND PROVIDING AN EFFECTIVE DATE.

ITEM DELETED

RESOLUTION NO. 157-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE PURCHASE AND INSTALLATION OF SITE FURNISHING FROM WABASH VALLEY BY PIGGYBACKING OFF VOLUSIA COUNTY SCHOOL BOARD BID #CL-908KP IN THE AMOUNT OF \$14,952.45; AUTHORIZING THE PURCHASE AND INSTALLATION OF AN ADDITIONAL ONE HUNDRED FIFTY-EIGHT LINEAR FEET (158LF) OF FENCING AND THIRTY-SIX LINEAR FEET (36LF) FROM TROPIC FENCE IN THE AMOUNT OF \$18,982.80 BY USING PRICING AND TERMS FROM RIVIERA BEACH BID NO. 229-09; AUTHORIZING THE APPROPRIATION OF FUNDS FROM THE PARKS AND RECREATION CAPITAL IMPACT FEE FUND 303-1234-572-2-6351 IN THE AMOUNT OF \$37,000 TO PAY FOR THE PURCHASES AND PROVIDE A CONTINGENCY; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO 10% OF THE PURCHASE COST AND TO EXECUTE A MATERIALS AND INSTALLATION AGREEMENT UPON THE REVIEW AND APPROVAL BY THE CITY ATTORNEY; AND PROVIDING AN EFFECTIVE DATE.

A motion was made by **Councilperson Brooks** and seconded by **Chair pro tem Davis** to table approval of Resolution No. 157-09.

MOTION TO TABLE

Upon roll call vote by City Clerk Ward, the vote was unanimous.

MOTION APPROVED

RESOLUTION NO. 158-09 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING AND AUTHORIZING THE IMPLEMENTATION OF POLICIES AND PROCEDURES FOR CONTRACT COMPLIANCE, FIXED ASSETS, PROCUREMENT CARD, AND CELLULAR TELEPHONES AS PHASE I TO BE FOLLOWED BY THE CITY OF RIVIERA BEACH; AND PROVIDING AN EFFECTIVE DATE.

ITEM DELETED

RESOLUTION NO. 159-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY CLERK TO NOTICE AND PREPARE FOR THE GENERAL MUNICIPAL ELECTION; AND A SPECIAL ELECTION TO BE HELD TUESDAY, MARCH 9, 2010; AND RUN-OFF ELECTIONS IF NECESSARY, TUESDAY, MARCH 23, 2010. ALL ELECTIONS SHALL BE HELD WITHIN THE MUNICIPAL BOUNDARIES OF THE CITY BETWEEN THE HOURS OF 7:00 AM UNTIL 7:00 PM TO FILL THE EXPIRED SEATS TO WIT: CITY COUNCIL DISTRICT TWO (2); CITY COUNCIL DISTRICT FOUR (4); AND FOR SUCH SPECIAL ELECTION CITY COUNCIL DISTRICT THREE (3); RESPECTIVELY; PROVIDING FOR THE USE OF VOTING EQUIPMENT; PROVIDING BALLOTS, ABSENTEE BALLOTS, AND PROVISIONAL BALLOTS IN SUCH ELECTIONS; APPOINTING A CITY OF RIVIERA BEACH CANVASSING BOARD; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the amendment to the Charter and the Code of Ordinances of the City of Riviera Beach, provides for Elections to be held on the second Tuesday in March of each year for the electorate to fill the vacant offices at such time; and

WHEREAS, if such offices are not filled at such time, the City Clerk shall continue Run-off Elections to be held on the fourth Tuesday in March, and the Candidate obtaining a majority in each district shall be deemed elected to such office; and

WHEREAS, in the year 2010 three (3) offices are necessary to be filled at the General Municipal Election to be held in the City of Riviera Beach, Tuesday, March 9, 2010.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, as follows:

SECTION 1. That the Municipal Election shall be held and is hereby ordered to be held in the City of Riviera Beach, Palm Beach County, Florida, between the hours of 7:00 AM and 7:00 PM on the 9th day of March, 2010 for the purpose of electing qualified candidates as provided by law for to fill City Council District Two (2), City Council District Four (4), and a Special Election to fill City Council District Three (3).

SECTION 2. Candidates for City Council District Two (2), and City Council District Four (4), shall file within the district which they have resided for one year, as of January 26, 2010.

SECTION 4. The City Clerk is hereby authorized to designate polling locations within the municipal boundaries in accordance with applicable laws and state guidelines.

SECTION 5. The City Clerk is hereby authorized to assign sufficient poll workers to facilitate the 15 precincts within the municipal boundaries; schedule training for poll workers and to establish a pay scale applicable to the duties and responsibilities of the Election staff.

SECTION 6. The City Clerk is authorized to enter into agreements to establish polling locations for the March 9th General Municipal Election; and the March 23rd Municipal Run-off Election, if necessary.

SECTION 7. The Palm Beach County's Supervisor of Elections shall provide for use of the voting equipment and process absentee ballots for said Elections.

SECTION 8. The City Council hereby authorizes the Palm Beach County Supervisor of Elections to provide for voting equipment to accommodate a successful election; and in conjunction with the manufacturers of the new voting equipment to train the Poll workers appointed by the City Clerk to facilitate the designated precincts within the municipal boundaries. If Run-off Elections become necessary, the City Clerk of the City of Riviera Beach is hereby authorized to proceed as scheduled.

SECTION 9. Immediately after closing of the polls on the day of said Elections, the clerks of each precinct shall certify the returns thereof to the City Clerk at the Municipal Complex. The City Clerk of the City of Riviera Beach shall deliver to the Palm Beach County Supervisor of Elections returns for official results.

SECTION 10. The City Council hereby appoints City Clerk Carrie E. Ward; Deputy City Clerk Claudene Robinson, Councilperson Billie E. Brooks; and Councilperson Shelby Lowe as the City of Riviera Beach Canvassing Board. The Palm Beach County Supervisor of Elections shall be appointed as an additional member to the Riviera Beach Canvassing Board.

SECTION 11. The City Clerk is hereby authorized to call the City's Canvassing Board to convene to accept the certified results of the March 9, 2010 Municipal Election. The City Clerk hereby announces the convening of the City of Riviera Beach Canvassing Board to meet, Wednesday, March 17, 2010 at 6:00 pm. at the Municipal Complex, providing a Run-off Election is not necessary to complete the process. If a Run-off Election is necessary, the Canvassing Board shall convene its meeting at 6:00 p.m. on Wednesday, April 7, 2010.

SECTION 12. The City of Riviera Beach opt out of early voting for the 2010 General Municipal Election.

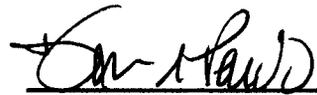
SECTION 13. This resolution shall take effect immediately upon its approval.

PASSED AND APPROVED this 16th day of December, 2010.

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

(MUNICIPAL SEAL)



JUDY L. DAVIS
CHAIR PRO-TEM

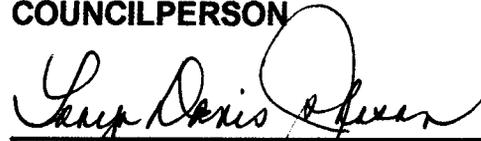
ATTEST:



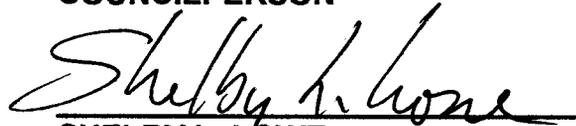
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



BILLIE E. BROOKS
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

RESOLUTION NO. 159-09
PAGE 4

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

D. PARDO: aye

J. DAVIS: aye

B. BROOKS aye

T. DAVIS JOHNSON aye

S. LOWE: aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

DATE: _____

RESOLUTION NO. 160-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 241-09 FOR THE DEMOLITION OF THE "OLD CITY HALL" TO THE BG GROUP, LLC, A CERTIFIED MINORITY BUSINESS ENTERPRISE LOCATED IN BOCA RATON, FLORIDA, THE LOW RESPONSIVE AND RESPONSIBLE BIDDER IN THE AMOUNT OF \$23,850.00; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED CONSTRUCTION SERVICES AGREEMENT AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENTS FROM ACCOUNT #001-1128-519-0-4602; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS IN AMOUNT NOT TO EXCEED 10% OF THE CONTRACT AMOUNT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in accordance with the provisions of the City's Procurement Ordinance (2412), an Invitation for Bids was publicly solicited for the demolition of the "Old City Hall"; and

WHEREAS, eight (8) companies responded to Invitation for Bid No. 241-09 and The BG Group LLC of Boca Raton, Florida, a certified minority business, submitted the lowest responsive and responsible bid in the amount of \$23,850.00.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. The City Council hereby accepts staff's recommendation to award the contract for the demolition of the "Old City Hall" to The BG Group LLC of Boca Raton, Florida, and authorizes the Mayor and City Clerk to execute the construction agreement for same.

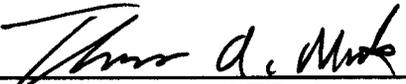
SECTION 2. The City Council authorizes the Finance Director to pay for the stated services and provide a project contingency.

SECTION 3. The City Manager is authorized to approve change orders in an amount not to exceed 10% of the total contract amount.

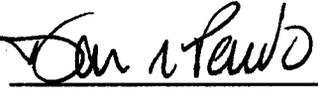
SECTION 4. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 16th day of December 2009

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:



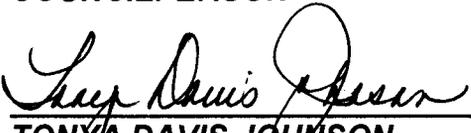
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

T. JOHNSON aye

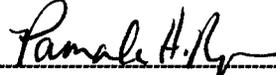
D. PARDO aye

J. DAVIS aye

B. BROOKS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/8/09

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 14 day of December, 2009 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and THE BG GROUP LLC [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. or Social Security number is 81-0593332.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to furnish all materials, labor, supervision, equipment, supplies, fees, permits and expertise for the demolition of three (3) single story buildings of approximately 7,080 s.f. including asbestos mitigation, removal, transport and disposal consistent with asbestos survey findings and all applicable local, state and federal regulations/requirements and the bid specifications as outline in Exhibit B and as more specifically set forth in the Invitation to Bid, to wit, **Bid No. 241-09**, hereinafter the "Bid", the Addenda, Specifications, General and Special Conditions all of which are incorporated herein by reference; and to the extent there exists a conflict between the bid and this Contract, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of various documents.

The CITY'S representative/liaison during the performance of this Contract shall be Benjamin Guy, Director of Purchasing, and telephone no. (561) 845-4180.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed and receipt of permit; provided the CITY has received proof of insurance as set forth in Article 11 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within twenty (20) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to one hundred dollars (\$100) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein.
- C. Reports - Reports and other items shall be delivered or completed in accordance with the terms, conditions and specifications of the bid.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally - The CITY agrees to compensate the CONTRACTOR in the amount of \$23,850.00 in accordance with its Bid Cost Proposal as set forth in the CONTRACTOR'S response to Invitation for Bid No. 241-09 included herein as Exhibit "A" for the demolition of three (3) single story buildings. Payments will be made upon progress payment request, submitted on a form approved by the CITY.
- B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.
- C. Progress Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in their respective field(s).

The CONTRACTOR agrees that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on CITY premises will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

If subcontractor(s) are used, the CONTRACTOR shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONTRACTOR shall be responsible for the performance of all subcontractors.

ARTICLE 8 – M/WBE PARTICIPATION

Minority/Women-Owned Business Enterprises (“M/WBE”) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the CITY'S policy, the CONTRACTOR further agrees to hire minority sub-contractors to work on this project.

In accordance with the CITY'S M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this Contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the CITY to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONTRACTOR shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$500,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable.

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all actions arising from and/or relating to the Contract will be held in Palm Beach County, Florida.

ARTICLE 15-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractors' fault or negligence, as determined by the CITY, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be

made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - INDEBTEDNESS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S

relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

The CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CITY of any estimated change in the completion date; and (3) advise the CITY if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Mary McKinney, Community Development Director
600 W. Blue Heron Blvd.
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

The BG Group, LLC
1140 Holland Drive, Ste. 19
Boca Raton, FL 33487

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 – INSPECTION OF WORK

The CITY'S representative or the CITY'S Engineer shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 32 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CITY or employees of the CITY, the CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the CITY.

ARTICLE 33 – TIME

Time is of the essence in all respects under this Contract.

ARTICLE 34 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term “Contract” as used herein, as well as the terms “herein”, “hereof”, “hereunder”, “hereinafter” and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 35 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of the CITY’S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 36 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 37 - MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

ARTICLE 38 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, Ivy Greenberg hereby represents to the CITY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 39 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 40 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of Responsibilities of Contractors, General Conditions, Special Conditions and specifications. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and Bid No. 241-09. To the extent that there exists a conflict between this Contract and the Bid, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 41 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the CITY COUNCIL OF THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 42 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 43 – SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 44 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

- b. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

c. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONTRACTOR shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of CONTRACTOR'S receipt of notice of any such default.

ARTICLE 45 - WAIVER OF SUBROGATION

CONTRACTOR hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 46 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties unto this Contract have set their hand and seal on the day and year above written.

CITY OF RIVIERA BEACH

CONTRACTOR

BY: Thomas A. Masters
THOMAS A. MASTERS,
MAYOR

BY: Ivy Greenberg
IVY GREENBERG
MANAGER OF THE BG GROUP, LLC

ATTEST:

BY: Carrie E. Ward
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: Benjamin Guy
BENJAMIN GUY
PURCHASING DIRECTOR

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Pamela H. Ryan
PAMALA H. RYAN,
CITY ATTORNEY

Date: 12/9/09

BID COST PROPOSAL SHEET
(To Be Completed By the Bidder)

INVITATION FOR BID (IFB) # 241-09

Demolition of "Old City Hall"

Contractor shall be responsible for Asbestos removal consistent with findings of survey report and according to all applicable local, state and federal regulations.

The scope of work consist of furnishing all material, labor supervision, equipment, supplies, fees, permits and expertise for the demolition and related asbestos removal for the City's "Old City Hall". Successful bidder shall be responsible for appropriate asbestos removal and demolition for a one-story masonry block building and two small adjacent buildings measuring approximately 4,700 sf², 1,400 ft² and 980 ft² respectively.

Required Asbestos removal, transport and disposal

\$ 8,850⁰⁰

Demolition of three (3) buildings

\$ 15,000⁰⁰

Total Bid

\$ 23,850⁰⁰

Contractor shall also be responsible for securing and making payment for all permits, licenses, charges and fees and shall give notices necessary and incidental to the lawful persecution of the work. The cost of all permits, fees, etc. shall be included in the price of the bid.

SPECIAL CONDITIONS – ASBESTOS REMOVAL, TRANSPORT & DISPOSAL**I. PROCEDURES FOR DEMOLITION OF STRUCTURES
SECTION 1 OF 3: ASBESTOS NOTIFICATION**

Federal and state asbestos regulations require, prior to demolition of any structure:

- 1) An inspection for asbestos-containing materials (ACM)
- 2) Removal of specified ACM
- 3) An asbestos notification of demolition received at least ten (10) business days prior to demolition

To meet requirements #1 and #2 above, the City has surveyed the structure(s) in this bid/work order for the presence of Friable and Non-Friable ACM (e.g. asbestos-cement board and shingles) before releasing this project to the Contractor and the survey report must be used by the contractor to ensure all applicable state and Federal regulations regarding the removal, transport and disposal of asbestos containing materials are appropriately executed. The Report of this work is attached to this bid/work order. If not attached, it is the Contractor's responsibility to contact the City department overseeing this bid/work order, or the City's Engineer to obtain:

- 1) A copy of the pre-demolition asbestos inspection report
- 2) A copy of City Engineer memo of approval to proceed to next phase addressed to the City department overseeing this project.

To meet requirement #3 above, the Contractor is responsible for submitting a complete and accurate asbestos notification of demolition form titled "Notice of Asbestos Removal Project" (i.e. NESHAP notification, 40 CFR Part 61.145(b) (see attached Sample)), for each separate address to be demolished to the below listed agencies at least 10 business days prior to demolition. - The 4-copy forms are available from the Department of Environmental Protection and Loss Control.

SEND ORIGINAL TO:

Environmental Specialist
FL Dept. of Environmental Protection
400 N. Congress Avenue
West Palm Beach, FL 33401

SEND COPY TO:

City of Riviera Beach
Attn: City Engineer
Office of Community Development
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
FAX: (561) 845-4060

The Contractor must notify the City Engineer immediately if the demolition Start Date changes. No demolition may begin before the Start Date on the NESHAP notification and no demolition may occur without a notice to proceed from the City department. It is the responsibility of the Contractor to call and submit revised NESHAP notifications to the above listed agencies, adhering to required NESHAP time-frame.

II. SECTION 2 OF 3: WORK PRACTICES

Compliance with the following regulations is the demolition contractor's responsibility:

- 1. Environmental Protection Agency (EPA) NESHAPS 40 CFR Parts 61 Subpart N — National Emission standard for Asbestos, revised July 1991**
- 2. Occupational Health and Safety Administration (OSHA) Construction Industry Standard, 29 CFR 1926.1101**
- 3. EPA Guide to Normal Demolition Practices Under the Asbestos NESHXP, September 1992**
- 4. Asbestos NESHAPS Adequately Wet Guidance, December 1990**
- 5. OSHA Standard Interpretation dated August 13, 1999, Requirements for demolition operations involving materials containing 1% asbestos**

III. SECTION 3 OF 3: COMPETENT PERSON

The Contractor must have competent person on site who: (1) is capable of identifying existing asbestos hazards in the workplace, (2) is capable of selecting the appropriate control strategy for asbestos exposure, and (3) has the authority to take prompt corrective action to eliminate them. This person must be trained in accordance with OSHA and EPA.

RESOLUTION NO. 161-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT WITH WORKFORCE ALLIANCE, INC., TO PERMIT THE CITY OF RIVIERA BEACH TO PROVIDE WORK EXPERIENCE FOR PARTICIPANTS WITHOUT COMPENSATION TO THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Workforce Alliance, Inc. is an agency funded through Palm Beach County which provides, among other things, a written referral for participants to receive work experience with the City; and

WHEREAS, Workforce Alliance, Inc. will provide a written referral for participants to receive work experience with the City; and

WHEREAS, the City of Riviera Beach will be a host worksite for the participants and provide supervised, safe, and meaningful work experience opportunities; and

WHEREAS, Workforce Alliance will pay the participants' wages and provide workers' compensation coverage; and

WHEREAS, the Work Experience Agreement will renew annually, unless terminated by either party.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

SECTION 1. That the Mayor and City Clerk are authorized to execute the Work Experience Agreement with Workforce Alliance, said agreement to commence upon approval by City Council.

RESOLUTION NO. 161-09
PAGE 2

SECTION 2. That Workforce Alliance, Inc. will compensate the participants and provide workers' compensation coverage.

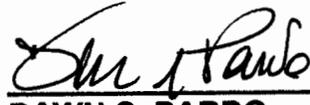
SECTION 3. This Resolution shall take effect upon its passage and approval by City Council.

PASSED AND APPROVED THIS 16th DAY OF DECEMBER, 2009.

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APPROVED:


THOMAS A. MASTERS
MAYOR

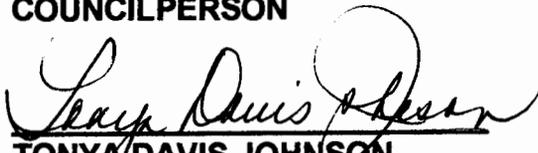

DAWN S. PARDO
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


TONYA DAVIS JOHNSON
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: S. Lowe

SECONDED BY: B. Brooks

D. PARDO aye

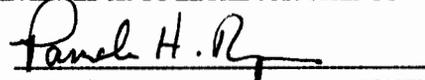
J. DAVIS aye

B. BROOKS aye

T. JOHNSON aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/8/09

RESOLUTION NO. 162-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT TO CONTINUE TO PROVIDE POLICE SERVICES TO THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY (CRA); AUTHORIZING THE FINANCE DIRECTOR TO ACCEPT FOUR EQUAL PAYMENTS IN THE AMOUNT OF \$46,303.10 FOR THE 2010 FISCAL YEAR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there exists in the Riviera Beach Community Redevelopment Agency (CRA) a need for commissioned law enforcement presence differing in nature from the other areas of the City; and

WHEREAS, the CITY has developed an innovative crime prevention initiative that supports the mission of the CRA, and sustains property values in the CRA as the CRA is developed; and

WHEREAS, the CRA has agreed to support the crime prevention initiative by funding two (2) full-time uniformed police officers and one (1) code enforcement officer for the remainder of this fiscal year to be assigned to the CRA district for a reasonable fee; and

WHEREAS, in partnership with the CRA, the City of Riviera Beach is prepared to continue an agreement that provides police services specific to the needs of the CRA; and

WHEREAS, the CITY has initiated a Clean and Safe Program within the CRA Agency district to enhance the maintenance of physical improvements and security in the CRA area.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: The Mayor and City Clerk are authorized to execute an agreement with the Community Redevelopment Agency (CRA).

RESOLUTION NO. 162-09
PAGE 2

SECTION 2: The Finance Director is authorized to accept payments in the amount of \$46,303.10 quarterly for personnel and up to \$31,788 annually for special equipment for the 2010 fiscal year.

SECTION 3: This resolution shall take effect upon its passage and approval by the City Council.

PASSED and APPROVED this 16th day of December, 2009.

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RESOLUTION NO. 162-09

PAGE 3

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:



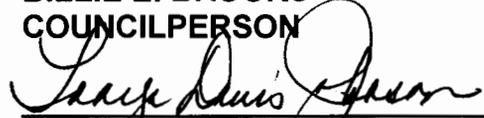
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

D. PARDO aye

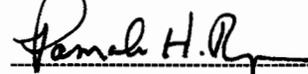
J. DAVIS aye

B. BROOKS aye

T. DAVIS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN CITY ATTORNEY

DATE: 12/8/09

**INTERLOCAL AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND
THE RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY FOR
FUNDING OF THE PUBLIC SAFETY SERVICES**

THIS AGREEMENT is made this 16th day of DECEMBER 2009,
by and between the **CITY OF RIVIERA BEACH**, a Florida municipal corporation,
(hereinafter referred to as "CITY"), and the **RIVIERA BEACH COMMUNITY
REDEVELOPMENT AGENCY**, (hereinafter referred to as the "CRA").

WITNESSETH:

WHEREAS, there exists in the CRA a need for commissioned law enforcement presence differing in nature from the other areas of the City; and

WHEREAS, the CITY is willing and able to provide this unique presence to the CRA district upon the terms set forth herein, which presence will benefit both the City and CRA; and

WHEREAS, the CITY will initiate a program within the CRA district to enhance the maintenance of physical improvements and security in the CRA area; and

WHEREAS, the CITY has developed an innovative crime prevention initiative that supports the mission of the CRA, and sustains property values in the CRA as the CRA is developed; and

WHEREAS, the CRA has agreed to support the crime prevention initiative by funding two (2) full-time uniformed police officers and one (1) code enforcement officer for the remainder of this fiscal year to be assigned to the CRA district.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. Recitations. The recitations set forth above are hereby incorporated herein.
2. Term. Unless agreed by both parties in writing, and approved by their respective Boards, this Agreement shall expire at the end of the current fiscal year. The Effective Date of this Agreement shall be that date on which the last party has executed this Agreement.

3. Applicability The CRA hereby agrees to fund two (2) full-time uniformed police officers and one (1) code enforcement officer for the remainder of this fiscal year. Funding will be used to pay for personnel and fringe benefit costs, equipment costs, supplies and material costs, and repair parts.
4. Funding and Future Funding. The CRA agrees to fund two (2) full-time uniformed police officers and one (1) code enforcement officer for the remainder of this fiscal year. Payments will be made on a quarterly basis commencing upon the signing of this agreement. The parties acknowledge that while it is the CRA's intention to continue to provide funding for security in the future, the CRA shall be under no obligation to provide funds thereafter and such action shall be solely discretionary with its Board on an annual basis. Thereafter, in the event the CRA approves and budgets for the program in subsequent fiscal years, payments will continue to be made on a quarterly basis.
5. Services.
 - a. The City shall assign two (2) full-time uniformed police officers to CRA, providing forty (40) hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by CRA and the City. An option for additional police officers can be made available upon the request of CRA, for an additional 40 hours per week of full-time law enforcement presence, on a schedule to be mutually agreed upon by CRA and the City, and become a permanent part of this agreement thereafter. Since an understanding of the CRA operations will enhance the benefit of the officers to the CRA area and the City, the City will attempt to assign an officer who has become familiar with those operations. The CRA, at its own expense, shall provide the necessary training required familiarizing the assigned officers with the CRA area and any other such training deemed necessary for the performance of said officers' duties in the CRA area. The City shall determine training requirements that exceed those required to maintain an employee's law enforcement certification. The City shall not be responsible for any overtime cost associated with said training. Without altering the Police Department's Chain of Command structure, officers assigned hereunder, shall prepare monthly reports of their activity and make said reports available to the CRA Executive Director or as designated by the Executive Director. The City, at its own expense, will provide to, and maintain for such officers, all such standard equipment as is provided to other City uniformed police officers, including without limitation, a City of Riviera Beach marked patrol car.

- b. Specialized equipment to include, but not limited to, laptop computers, Mesh Network broadband wireless mobile devices, and mobile video cameras. These non-standard equipment items can be used to access NCIC / FCIC databases from a mobile device in the vehicle, in addition to viewing video from remote controlled cameras.
- c. At times other than during such tours of duty, and at least twice during a patrol shift, at irregular intervals, a uniformed officer in a marked patrol car will make a tour of the CRA property, and make face-to-face contact with the Executive Director's office for special assignments deemed satisfactory under this agreement.
- d. The CRA recognizes that there are times of emergency when the City may have to temporarily utilize the services of its assigned officers. The City agrees that in such events, the City will give the CRA as much notice as necessary to alleviate any hardship on CRA. Emergencies shall include but not be limited to hurricane preparation, rescue and recovery, civil disorders, and natural disasters.

6. City Responsibilities and Functions:

- e. Make such detentions and arrests, and exercise all other powers as shall be within the authority of law enforcement personnel of the City of Riviera Beach.
- f. Respond to requests for assistance as requested by Security personnel.
- g. Summon such other County, State and Federal Law Enforcement, City and/or County EMS, Fire and other personnel and services, as circumstances shall require.
- h. As part of each of the officers' 40 hour work week as set forth above, each officer will provide a minimum of five (5) hours per week performing Community Policing activities and performing law enforcement duties specific to CRA.
- i. Notify the on-duty security officer concerning security and law enforcement matters related to the CRA property and persons thereon, and provide copies of reports of incidents occurring on CRA property to the designated representative, in addition to satisfying any other requirements of the City.
- j. Enforce parking and traffic regulations within the CRA area.

7. Coordination. Each Party shall designate, from time to time, an individual to serve as liaison for that party. The City Liaison Officer shall not hold a rank below Sergeant. The CRA's official liaison shall be the Executive Director. If requested by the CRA and with 48 hours notice, the City Liaison Officer may attend local meetings and attend local committee meetings.

8. Payment. The CRA shall pay to the City, in exchange for the agreed upon levels of services required hereunder, the quarterly sum as indicated on the payment schedule (Appendix 1), commencing on the Effective Date. It is important to note the actual amount of payment shall be determined and will reflect the actual salary and benefits of the uniformed patrol officers assigned to the CRA. The amount of the quarterly payment for this agreement will be adjusted to reflect salary adjustments in accordance with the IUPA Contract, or the City's in-force labor agreement. Any adjustments to the quarterly payment amount will be provided to the CRA in writing, by the City.
9. Miscellaneous Provisions.
- a. The Agreement may be terminated by either party with sixty (60) days prior written notice. In the event that the agreement is terminated for any reason whatsoever, the City shall be entitled to payment on a prorata basis up to and including the termination date.
 - b. No employee of either party to this Agreement shall perform any function or service which is not within the employee's scope of duties as defined or determined by that employee's employer (Appendix 2). The Chief of Police will determine those areas that exceed federal, state, and local requirements defining and limiting a law enforcement officer's scope of responsibility.
 - c. All notices required in this Agreement shall be sent to the parties at the following addresses, by certified mail, facsimile or hand delivery:

If to Riviera Beach Community Redevelopment Agency:

Floyd Johnson, Executive Director
Riviera Beach Community Redevelopment Agency
2001 Broadway, Ste. 300
Riviera Beach, Florida 33404
(561) 844-3408

If to City:

Gloria Shuttlesworth
Interim City Manager
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 840-4010 (gshuttlesworth@rivierabch.com)

With a copy to:

Pamala Ryan, Esq.
City Attorney
City of Riviera Beach
600 West Blue Heron Blvd.
Riviera Beach, FL 33404
(561) 845-4068 (pryan@rivierabch.com)

- d. Nothing contained in this Agreement shall be construed to constitute a transfer of powers in any way whatsoever. This Agreement is solely an Agreement to provide services as authorized by Chapter 163, Florida Statutes. The City's and the CRA's governing bodies shall each retain all legislative authority with regard to their respective governing body. All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, and pensions and relief, disability, worker's compensation and other benefits which apply to the activity of officers, agents or employees of any public agency when performing their respective functions within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents or employees extraterritorially under the provisions of any such Agreement.
- e. Nothing contained herein shall be deemed a limitation of the jurisdiction or law enforcement responsibilities of the City with respect to the CRA or CRA's property.
- f. This Agreement and any dispute, disagreement, or issue of construction, declaration or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided herein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Any and all action necessary to enforce the Agreement will be held in Palm Beach County, Florida. If any action, whether in law, equity or otherwise, is brought for the interpretation or enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, consistent with applicable state and federal law.
- g. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy

given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

- h. To the extent permitted by law, the City shall indemnify and hold CRA harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of Riviera Beach employees in the performance of THIS Agreement, likewise, to the extent permitted by law, CRA shall indemnify and hold the City harmless for any liability or causes of action for damages which may arise from the negligent acts or omissions of the CRA employees in the performance of this Agreement, while assisting Riviera Beach Law Enforcement Personnel. Nothing in this provision shall be construed as consent by the City or by CRA to be sued, nor as a waiver of sovereign immunity beyond the limits provided for in Section 768.28, Florida Statutes.
- i. Should any provision of this Agreement be declared invalid by a court of competent jurisdiction, same shall be deemed stricken here from and all other terms and conditions of this Agreement shall continue in full force and effect as if such invalid provision had never been made a part thereof.
- j. No delay by either party in enforcing any covenant or right hereunder shall be deemed a waiver of such covenant or right, and no waiver of any particular provision hereof shall be deemed a waiver of any other provision or a continuing waiver of such particular provision, and except as so expressly waived, all provisions hereof shall continue in full force and effect.
- k. This Agreement constitutes the entire understanding of the parties with respect to the provision of law enforcement personnel and equipment. It may not be modified, nor any of its provisions waived unless such modification and/or waiver is in writing and is agreed to and signed by both parties.

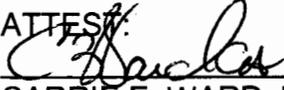
10. Agreement to be Recorded. This Inter-local Agreement shall be filed pursuant to the requirements of Section 163.01 (11) of the Florida Statutes.

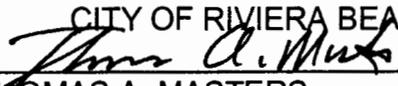
11. Modifications. No prior or present agreements or representations with regard to any subject matter contained within the Agreement shall be binding in any party unless included expressly in this Agreement. Any modification to this Agreement shall be in writing and executed by the parties.

12. Severability. The validity of any portion, article, paragraph, provision, clause, or any portion thereof of this Agreement shall have no force and effect upon the validity of any other part of portion hereof.

13. Governing Law. This agreement shall be governed by and in accordance with the Laws of Florida. The venue for any action arising from this Agreement shall be in Palm Beach County, Florida.
14. Assignment. Neither the CITY nor the CRA shall assign or transfer any rights or interest in this Agreement.
15. Effective Date. This Agreement shall not be valid until signed by the Mayor and the City Clerk, and shall be effective through the remainder of the current fiscal year, and thereafter on an annual basis, unless otherwise mutually terminated or amended.

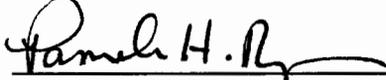
IN WITNESS WHEREOF, the parties have hereto set their hands and seals this 16th day of December, 2009.

ATTEST:

CARRIE E. WARD, MMC
CITY CLERK

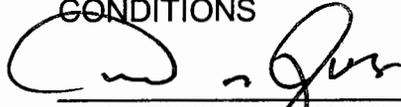
CITY OF RIVIERA BEACH

THOMAS A. MASTERS
MAYOR

(CITY SEAL)

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY


PAMALA H. RYAN
CITY ATTORNEY

APPROVED AS TO TERMS AND
CONDITIONS


CLARENCE WILLIAMS
POLICE CHIEF

DATED:

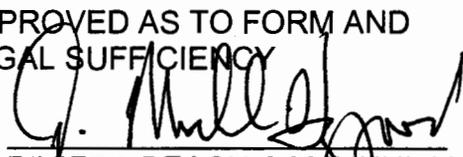
RIVIERA BEACH COMMUNITY
DEVELOPMENT AGENCY


SCOTT EVANS
INTERIM EXECUTIVE DIRECTOR

ATTEST

RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
CLERK

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
RIVIERA BEACH COMMUNITY REDEVELOPMENT AGENCY
CONSULTING ATTORNEY

DATED: 12/23/09

RESOLUTION NO. 163-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE CITY MANAGER TO SUBMIT, ON BEHALF OF THE CITY OF RIVIERA BEACH, AN APPLICATION TO PALM BEACH COUNTY FOR RECEIVING COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS FOR ROADWAY RECONSTRUCTION IN THE AMOUNT OF \$310,000 FOR FISCAL YEAR 2010-11 AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Palm Beach County receives Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development for the implementation and execution of certain activities and projects; and

WHEREAS, Palm Beach County is soliciting proposals for its Community Development Block Grant Program for fiscal year 2010-11; and

WHEREAS, The City of Riviera Beach has entered into an interlocal agreement with Palm Beach County for implementation of community development projects; and

WHEREAS, The City of Riviera Beach has conducted a public meeting, obtained citizens input on community development projects and ranked those projects.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the City Council hereby approves the submission of an application to Palm Beach County for receiving Community Development Block Grant Funds for fiscal year 2010-11.

SECTION 2. That these funds be used for improving West 35th Street between Avenue R and Avenue O in the Northwest Neighborhood Strategy Area, and that the City is committing \$330,000 of the Street Improvement Funds for this project.

SECTION 3. That this project shall be priority number one for funding consideration.

Resolution No. 163-09

Page -2-

SECTION 4. That the City Manager is authorized to execute the application.

SECTION 5. That this resolution shall become effective upon its passage.

PASSED and APPROVED on 16th day of December, 2009.

(The remainder of this page is intentionally left blank.)

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



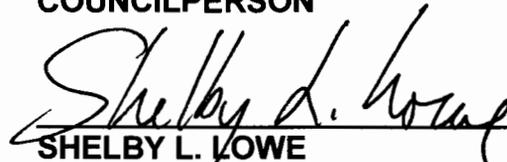
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

B. BROOKS aye

J. DAVIS aye

T. JOHNSON aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/8/09

RESOLUTION NO. 164-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, ACCEPTING THE INTERLOCAL AGREEMENT FROM PALM BEACH COUNTY – OFFICE OF CRIMINAL JUSTICE COMMISSION IN THE AMOUNT OF \$168,000 FOR FISCAL YEAR OCTOBER 1, 2009 AND ENDING SEPTEMBER 30, 2010; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE AGREEMENT; AND AUTHORIZING THE FINANCE DIRECTOR TO ESTABLISH A BUDGET; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Civil Drug Court was created through an Administrative order issued by the Chief Judge in 1991 and has assisted the recovery efforts of clients with substance abuse issues by ordering them into treatment programs through the Marchman Act (FSS. Chapter 397); and

WHEREAS, the City of Riviera Beach has an investment in the Civil Drug Court and has since its inception in 1991; and

WHEREAS, the County's Criminal Justice Commission (CJC), wishes to provide continued support to the Civil Drug Court to provide services to citizens who are affected by substance abuse addiction; and

WHEREAS, on the recommendation of the CJC, the services of a Case Manager is needed to market the services of the Civil Drug Court and to schedule counseling services, link participants to outside resources and monitor and track court ordered clients; and

WHEREAS, the County, through the Criminal Justice commission is providing funding to the City to support the full-time Case Manager Position and treatment referrals of clients to licensed substance abuse treatment providers; and

WHEREAS, under the new inter-local agreement the Civil Drug Court program coordinator duties will increase outside the scope of its regular activities and is required to submit a "logic model form" that will identify City's program activities, outputs, and desired outcomes, prepare and submit monthly financial invoices and reports measuring the outcomes and demographics on the clients served by the County funding.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AS FOLLOWS:

SECTION 1: That the City Council authorizes the Mayor and City Clerk to execute the inter-local agreement with the County accepting \$168,000 to support the full-time Case Manager position, drug court counselor, and payment of referred clients to licensed substance abuse treatment providers.

SECTION 2: That the Finance Director is authorized to set up budget as follows:

REVENUE		
148-00-337694	CJC-I-L GRANT	\$168,000
		Total \$168,000
EXPENDITURE		
148-1618-569-8-1201	Salaries	\$31,470
148-1618-569-8-1401	FICA Taxes	\$ 2,407
148-1618-569-8-1403	Health Insurance	\$ 8,750
148-1618-569-8-1404	Life Insurance	\$ 156
148-1618-569-8-3101	Contract Services	\$88,737
148-1618-569-8-3106	Administrative costs	\$16,800
148-1618-569-8-4001	Travel	\$ 5,800
148-1618-569-8-4101	Communication	\$ 780
148-1618-569-8-4201	Postage	\$ 1,300
148-1618-569-8-4701	Printing & Binding	\$ 1,500
148-1618-569-8-4801	Promotional Expense	\$ 2,800
148-1618-569-8-5101	Office supplies	\$ 5,000
148-1618-569-8-5201	Operating supplies	\$ 1,500
148-1618-569-8-5204	Operating janitorial	\$ 400
148-1618-569-8-8300	Grants & Aids	\$ 600
		Total \$168,000

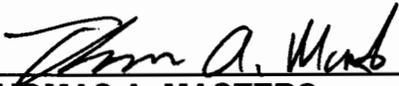
SECTION 3: That this resolution shall take effect upon its approval and passage by the City Council.

RESOLUTION NO. 164-09

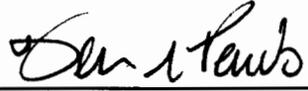
PAGE 3

PASSED AND APPROVED this 16th day of December, 2009.

APPROVED:



THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

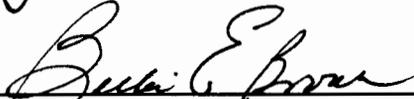
ATTEST:



CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

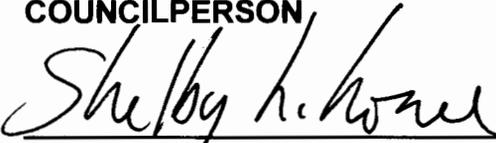


JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON

TONYA DAVIS JOHNSON
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

T. JOHNSON abstained

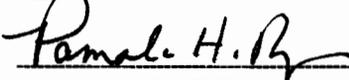
D. PARDO aye

J. DAVIS aye

B. BROOKS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/2/09

RESOLUTION NO. 165-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AWARDING BID NO. 243-09 AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE THE PROPOSED CONSTRUCTION SERVICES CONTRACT WITH ALL-SITE CONSTRUCTION, INC., OF RIVIERA BEACH, FLORIDA FOR DRAINAGE IMPROVEMENTS TO GULFSTREAM WAY AND LONE PINE ESTATES IN THE AMOUNT OF \$39,525.00; AUTHORIZING THE CITY MANAGER TO APPROVE CHANGE ORDERS UP TO TEN PERCENT (10%) AND AUTHORIZING THE FINANCE DIRECTOR TO MAKE PAYMENT FOR SAME FROM ACCOUNT 460-1127-541-0-6351 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the stormwater master plan (SWMP) identified Gulfstream Way and Lone Pine Estates as high priority projects that were designed by the engineering consultant Jordan Jones and Goulding, Inc. (JJG) as a part of the SWMP; and

WHEREAS, completing the drainage improvements will address localized flooding problems within the general vicinity; and

WHEREAS, the city solicited bids and received numerous responses with All-State Construction, Inc. being the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

SECTION 1. That the City Council hereby accepts the bid proposal and awards a Construction Services Contract to the lowest responsive and responsible bidder in the amount of \$39,525.00 for drainage improvements to Gulfstream Way and Lone Pine Estates.

SECTION 2. That the Finance Director is authorized to make payment for same from Stormwater Account No. 460-1127-541-0-6351.

SECTION 3. That the City Manager shall have authority to approve change orders in an amount not exceed ten percent (10%) of the contract amount.

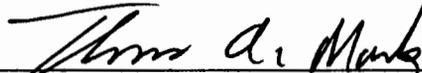
SECTION 4. That the Resolution take effect upon its passage and approval by City Council.

PASSED and APPROVED this 16th day of December, 2009

RESOLUTION NO. 165-09

PAGE: 2

APPROVED:

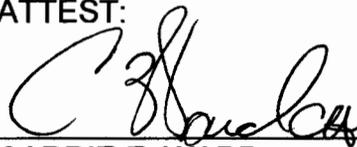


THOMAS A. MASTERS
MAYOR



DAWN S. PARDO
CHAIRPERSON

ATTEST:



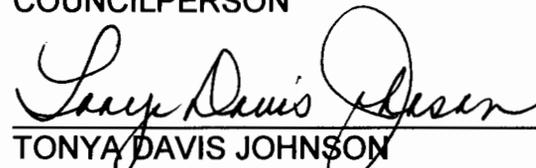
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK



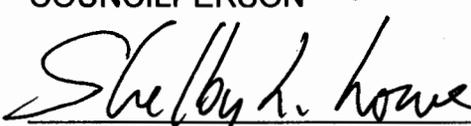
JUDY L. DAVIS
CHAIR PRO TEM



BILLIE E. BROOKS
COUNCILPERSON



TONYA DAVIS JOHNSON
COUNCILPERSON



SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: B. Brooks

SECONDED BY: S. Lowe

T. JOHNSON aye

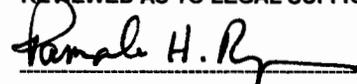
D. PARDO aye

J. DAVIS aye

B. BROOKS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY



PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/7/09

**CITY OF RIVIERA BEACH
CONTRACT FOR CONSTRUCTION**

This Contract is made as of this 11th day of December 2009 by and between the CITY OF RIVIERA BEACH, a Political Subdivision of the State of Florida, by and through its CITY COUNCIL, hereinafter referred to as the CITY, and All-Site Construction, Inc. 101 East Blue Heron Blvd. Suite #201, Riviera Beach, FL 33404 [] an individual, [] a partnership, [X] a corporation authorized to do business in the State of Florida, hereinafter referred to as the CONTRACTOR, whose Federal I.D. is 65-1140059.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Contract is to provide construction services in the area of roadway and drainage reconstruction, as more specifically set forth in the Scope of Work detailed in Exhibit "A", attached hereto and made a part hereof.

The CITY'S representative/liaison during the performance of this Contract shall be the City Public Works Director, Vincent Akhimie at telephone no. 561-845-4080.

ARTICLE 2 - SCHEDULE

- A. Time of Completion - Construction work must begin within ten (10) calendar days from the date of receipt of official notice to proceed; provided the CITY has received proof of insurance as set forth in Article 11 and a Performance and Surety Bond as set forth in Article 31 in a form satisfactory to the CITY. Construction work shall be carried on at a rate to insure its full completion within sixty (60) calendar days from the date of official notice to proceed, the rate of progress and time of completion being essential conditions of this Contract.
- B. Deduction for not completing on time - If the contract work is not fully complete according to the terms of this Contract within the limits herein stipulated, the CONTRACTOR shall pay the CITY, not as a penalty, but as liquidated damages, a sum equal to two hundred dollars (\$200) for each day elapsing between the expiration of such time limit and the date of full completion, providing, however, that the time limits herein stated are subject to extension without payment of damages, as provided in Article 17, herein.
- C. Reports - Reports and other items shall be delivered or completed in accordance with the detailed schedule set forth in Exhibit "A."

ARTICLE 3 - PAYMENTS TO CONTRACTOR

- A. Generally - The CITY agrees to compensate the CONTRACTOR in accordance with the fee proposal set forth in Exhibit "B". The total and cumulative amount of this Contract shall not exceed \$39,525.00 which reflects the amount of funds budgeted for these services. The CITY shall not reimburse the CONTRACTOR for any travel costs incurred as a direct result of the CONTRACTOR providing deliverables to the CITY in pursuance of the scope of work contained in Exhibit A, without specific, prior approval of the City.
- B. Progress Invoices - No later than the 20th day of every month, the CONTRACTOR shall prepare and submit, on a form approved by the CITY'S representative, a detailed estimate and invoice which has been completed from the start of the job up to and including the last day of the preceding month, together with such supporting evidence of the expenditures as required by this Contract.
- C. Progress Payments - Invoices received from the CONTRACTOR pursuant to this Contract will be reviewed and approved by the CITY representative, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for payment. The CITY will pay to the CONTRACTOR ninety percent (90%) of the value based on the CONTRACTOR'S estimate and invoice, as approved by the CITY representative. Invoices will normally be paid within thirty (30) days following the CITY representative's approval.
- D. Payment of Expenses - All requests for payment of expenses eligible for reimbursement under the terms of this Contract shall include copies of said receipts, invoices, or other documentation acceptable to the Finance Department. Such documentation shall be sufficient to establish that the expense was actually incurred and necessary in the performance of the scope of work described in this Contract. Long distance telephone calls shall identify the person(s) called, purpose of call, time and costs. Mileage charges shall identify the destination, number of miles, rate, and purpose of travel. Duplication charges shall describe the documents, purpose of duplicating, and rate charged. Any travel, per diem, mileage, meals, or lodging expenses which may be reimbursable under the terms of this Contract will be paid in accordance with the rates and conditions set forth in Section 112.061, Florida Statutes.
- E. Final Invoice - In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "Final Invoice" on the CONTRACTOR'S final/last billing to the CITY. This certifies that all services have been properly performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice are waived by the CONTRACTOR and the CITY shall have no obligations for any other costs or expenses thereafter.

ARTICLE 4 - TRUTH-IN-NEGOTIATION CERTIFICATE

Signature of this Contract by the CONTRACTOR shall also act as the execution of a truth-in-negotiation certificate certifying that the wage rates, over-head charges, and other costs used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract and no higher than those charged to the CONTRACTOR'S most favored customer for the same or substantially similar service.

The said rates and costs shall be adjusted to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non current wage rates or due to inaccurate representations of fees paid to outside contractors. The CITY shall exercise its rights under this Article 4 within three (3) years following final payment.

ARTICLE 5 - TERMINATION

This Contract may be canceled by the CONTRACTOR upon thirty (30) days prior written notice to the CITY'S representative in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONTRACTOR; provided the CITY fails to cure same within that thirty (30) day period. It may also be terminated, in whole or in part, by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Contract, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a Termination Notice and except as otherwise directed by the CITY, the CONTRACTOR shall:

- A. Stop work on the date and to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other materials related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 - PERSONNEL

The CONTRACTOR represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required hereunder shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONTRACTOR'S key personnel, as may be listed in Exhibit "A", must be made known to the CITY'S representative and written approval must be granted by the CITY'S representative before said change or substitution can become effective.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in their respective field(s).

The CONTRACTOR agrees that it is fully responsible to the CITY for the acts and omissions of subcontractors and of persons either directly or indirectly employed by the CONTRACTOR. Nothing contained herein shall create any contractual relationship between any subcontractor and the CITY.

All of the CONTRACTOR'S personnel (and all Subcontractors) while on CITY premises will comply with all CITY requirements governing conduct, safety and security.

ARTICLE 7 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities and approve all qualifications of any subcontractor in order to make a determination as to the capability of the subcontractor to perform properly under this Contract. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

If subcontractor(s) are used, the CONTRACTOR shall use only licensed and insured subcontractor(s), and shall require any subcontractor, as may be applicable, to provide a payment bond. All subcontractors shall be required to promptly make payments to any person who, directly or indirectly, provides services or supplies under this Contract.

The CONTRACTOR shall be responsible for the performance of all subcontractors.

ARTICLE 8 – M/WBE PARTICIPATION

Minority/Women-Owned Business Enterprises (“M/WBE”) shall have the opportunity to participate in this project. CONTRACTOR is hereby informed that the CITY has established a goal of a minimum of 15% participation of M/WBE. A good faith effort will be made to hire M/WBE.

In keeping with the CITY'S policy, the CONTRACTOR further agrees to hire minority sub-contractors to work on this project.

In accordance with the CITY'S M/WBE Ordinance #2412, as amended, the CONTRACTOR agrees to the M/WBE participation for this Contract and agrees to abide by all provisions of the M/WBE Ordinance and understands that failure to comply with any of the requirements will be considered a breach of contract.

The CONTRACTOR agrees to maintain all relevant records and information necessary to document compliance with Ordinance #2412, as amended, and will allow the CITY to inspect such records.

ARTICLE 9 - FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONTRACTOR. The CONTRACTOR shall not be exempted from paying sales tax to its suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONTRACTOR authorized to use the CITY'S Tax Exemption Number in securing such materials.

The CONTRACTOR shall be responsible for payment of its own and its share of its employees' payroll, payroll taxes, and benefits with respect to this Contract.

ARTICLE 10 - AVAILABILITY OF FUNDS

The CITY'S performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the CITY OF RIVIERA BEACH CITY COUNCIL.

ARTICLE 11 - INSURANCE

A. Prior to execution of this Contract by the CITY, the CONTRACTOR shall provide certificates evidencing insurance coverages as required hereunder. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Certificates shall clearly indicate that the CONTRACTOR has obtained insurance of the type, amount, and classification as required for strict compliance with this ARTICLE and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY'S representative. Compliance with the foregoing requirements shall not relieve the CONTRACTOR of its liability and obligations under this Contract.

B. The CONTRACTOR shall maintain during the term of this Contract, standard Professional Liability Insurance in the minimum amount of \$1,000,000.00 per occurrence.

C. The CONTRACTOR shall maintain, during the life of this Contract, commercial general liability, including contractual liability, insurance in the amount of \$500,000.00 per occurrence to protect the CONTRACTOR from claims for damages for bodily and personal injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by or contracting with the CONTRACTOR.

D. The CONTRACTOR shall maintain, during the life of this Contract, comprehensive automobile liability insurance in the minimum amount of \$500,000.00 combined single limit for bodily injury and property damages liability to protect the CONTRACTOR from claims for damages for bodily and personal injury, including death, as well as from claims for property damage, which may arise from the ownership, use, or maintenance of owned and non-owned automobiles including, but not limited to, leased and rented automobiles, whether such operations be by the CONTRACTOR or by anyone, directly or indirectly, employed by the CONTRACTOR.

E. The parties to this Contract shall carry Workers' Compensation Insurance and Employer's Liability Insurance for all employees as required by Florida Statutes. In the event that a party does not carry Workers' Compensation Insurance and chooses not to obtain same, then such party shall, in accordance with Section 440.05, Florida Statutes, apply for and obtain an exemption authorized by the Department of Insurance and shall provide a copy of such exemption to the CITY.

F. All insurance, other than Professional Liability and Workers' Compensation, to be maintained by the CONTRACTOR shall specifically include the CITY as an "Additional Insured."

ARTICLE 12 - INDEMNIFICATION

To the extent allowed by law, the CONTRACTOR shall indemnify and hold harmless the CITY, its agents, officers, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act, recklessness, or intentional wrongful conduct or omission of the CONTRACTOR, its agents, officers, or employees in the performance of services under this Contract.

The CONTRACTOR further agrees to indemnify and hold harmless the CITY, its agents, officers and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, officers, or employees are alleged to be liable.

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Contract or any renewal thereof.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE 13 - SUCCESSORS AND ASSIGNS

The CITY and the CONTRACTOR each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Neither the CITY nor the CONTRACTOR shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONTRACTOR.

ARTICLE 14 - VENUE

This Contract and any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to its execution, its validity, the obligations provided therein, performance or breach shall be governed and interpreted according to laws of the State of Florida. Venue for any and all actions arising from and/or relating to the Contract will be held in Palm Beach County, Florida.

ARTICLE 15-REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

ARTICLE 16 - CONFLICT OF INTEREST

The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided for in Florida Statutes, Section 112.311. The CONTRACTOR further represents that no person having any such conflicting interest shall be employed for said performance.

The CONTRACTOR shall promptly notify the CITY'S representative, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONTRACTOR'S judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONTRACTOR may undertake and request an opinion of the CITY as to whether the association, interest or circumstance would, in the opinion of the CITY, constitute a conflict of interest if entered into by the CONTRACTOR. The CITY agrees to notify the CONTRACTOR of its opinion by certified mail within thirty (30) days of receipt of notification by the CONTRACTOR. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONTRACTOR, the CITY shall so state in the notification and the CONTRACTOR shall, at its option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONTRACTOR under the terms of this Contract.

ARTICLE 17 – DELAYS AND EXTENSION OF TIME

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the control of the CONTRACTOR or its subcontractors and without their fault or negligence. Such causes include, but are not limited to: acts of God; natural or public health emergencies; labor disputes; freight embargoes; and abnormally severe and unusual weather conditions.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without it or its subcontractors' fault or negligence, as determined by the CITY, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY'S rights to change, terminate, or stop any or all of the work at any time.

If the CONTRACTOR is delayed at any time in the process of the work by any act or neglect of the CITY or its employees, or by any other contractor employed by the CITY, or by changes ordered by the CITY or in an unusual delay in transportation, unavoidable casualties, or any causes beyond the CONTRACTOR'S control, or by delay authorized by the Engineer pending negotiation or by any cause which the Engineer shall decide justifies the delay, then the time of completion shall be extended for any reasonable time the CITY may decide. No extension shall be

made for a delay occurring more than seven (7) days before a claim therefore is made in writing to the Engineer. In the case of continuing cause of delay, only one (1) claim is necessary.

If no schedule or other agreement sets forth the dates by which the drawing(s) shall be furnished, then no claims for delay shall be allowed because of failure to furnish such drawing(s), until two (2) weeks after demand for the drawings and not then unless said claim is reasonable.

This Article does not exclude the recovery of damages for delay by either party under other provisions in the Contract.

ARTICLE 18 - INDEBTEDNESS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONTRACTOR further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY'S representative for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent unless required by a lawful order. All drawings, maps, sketches, programs, data base, reports and other data developed, or purchased, under this Contract for or at the CITY'S expense shall be and remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONTRACTOR shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work, services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONTRACTOR'S

relationship and the relationship of its employees to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation other than as specifically provided for in this Contract.

ARTICLE 21 - CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 - ACCESS AND AUDITS

The CONTRACTOR shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this Article for the purpose of inspection or audit during normal business hours, at the CONTRACTOR'S place of business.

ARTICLE 23 - NONDISCRIMINATION

The CONTRACTOR warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, political affiliation, marital status, handicap, or sexual orientation. Further, CONTRACTOR shall not discriminate or permit discrimination against any employee or an applicant for employment on the basis of race, color, sex, religion, political affiliation, natural origin, ancestry, marital status, sexual orientation or handicap.

ARTICLE 24 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for any dispute, disagreement, or issue of construction or interpretation arising hereunder whether relating to the Contract's execution, validity, the obligations provided therein, or performance of this Contract, or because of an alleged breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 25 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S representative upon request.

The CONTRACTOR shall be solely responsible for obtaining and complying with all necessary permits, licenses, approvals and authorizations required for any work done pursuant to this Contract from any federal, state, regional, county or city agency.

ARTICLE 26 - SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such terms or provisions, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 27 - PUBLIC ENTITY CRIMES

As provided in Sections 287.132-133, Florida Statutes, by entering into this Contract or performing any work in furtherance hereof, the CONTRACTOR certifies that it, its affiliates, suppliers, subcontractors and contractors who will perform hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within the 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

ARTICLE 28 - MODIFICATIONS OF WORK

The CITY reserves the right to make changes in the Scope of Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall, in writing: (1) provide a detailed estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CITY of any estimated change in the completion date; and (3) advise the CITY if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the Scope of Work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall initiate a Contract Amendment and the CONTRACTOR shall not commence work on any such change until such written amendment is signed by the CONTRACTOR and approved and executed by the CITY COUNCIL FOR THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 29 - NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

Vincent Akhimie, Director of Public Works
2391 Avenue L
Riviera Beach, FL 33404

and if sent to the CONTRACTOR shall be mailed to:

All-Site Construction Inc.
101 East Blue Heron Blvd. Suite #201
Riviera Beach, FL 33404

ARTICLE 30 - ENTIRETY OF CONTRACTUAL AGREEMENT

The CITY and the CONTRACTOR agree that this Contract and any attachments hereto or other documents as referenced in the Contract sets forth the entire agreement between the parties, that there are no promises or understandings other than those stated herein, and this Contract supersedes all prior oral and written agreements between the parties hereto with respect to the subject matter hereof. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto in accordance with Article 28 - Modifications of Work.

ARTICLE 31 - SPECIAL CONDITIONS

All materials and supplies provided by CONTRACTOR shall be in accordance with the plans and specifications approved by the CITY.

The CONTRACTOR shall furnish bonds and maintain said bonds throughout the duration of the project as provided for in Florida Statutes section 255.01 Et. Seq., covering the faithful performance of the Contract and payment of all obligations arising thereunder. The bonds shall be secured by the CONTRACTOR from a surety company licensed in the State of Florida with an "A-" rating or better in management and a "10" rating or better in strength as rated by Best's Key Rating Guide published by Alfred M. Best Company, Oldwick, New Jersey 08858.

The CONTRACTOR shall be required to provide Surety Bonds in the amount of one hundred percent (100%) of the Contract amount. The required premiums shall be paid for by the CONTRACTOR.

In addition to the above-minimum qualifications, the surety company must meet at least one of the following additional qualifications:

1. The surety company shall hold a current certificate or authority as an acceptable surety of federal bonds in accordance with the United States Department of Treasury Circular 570, Current Revision. The surety company shall provide the CITY with satisfactory evidence that such excess risk has been protected in an acceptable manner.
2. The surety company shall have at least the following minimum ratings in the latest revision of Best's Key Rating

Guide: Best's Policy Holders Ratings –A- (minimum); Best Financial Category – Class 1.

3. For projects that do not exceed \$500,000.00, the CITY will accept bonds in accordance with Florida Statute section 287.0935.
4. If the surety is declared bankrupt, becomes insolvent, its right to do business in the State of Florida is terminated or it ceases to meet the requirements set forth above, the CONTRACTOR shall within ten (10) working days after notification by the CITY substitute another bond and surety company, at no cost to the CITY, meeting the above requirements.

ARTICLE 32 – INSPECTION OF WORK

The CITY'S representative or the CITY'S Engineer shall at all times have access to work wherever it is, in preparation or progress, and the CONTRACTOR shall provide proper facilities for such access and for inspection.

If the specifications, the Engineer's instructions, laws, ordinances or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the Engineer timely notice of its readiness for inspection. Inspections by the Engineer shall be made promptly and where practicable, at the source of supply. If any work should be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination, at the CONTRACTOR'S expense.

ARTICLE 33– WARRANTY/GUARANTY

All materials and equipment to be furnished and/or installed by the CONTRACTOR under this Contract as it relates to the construction of Gulfstream Way and Lone Pine Estates shall be guaranteed by the Manufacturer, if any, for a period of one (1) year from the date of final acceptance thereof against defective materials, design and workmanship.

The CONTRACTOR shall guarantee all of its work, including but not limited to all material and labor for a period of one (1) year. Upon receipt of notice from the CITY of failure of any part covered under such warranty/guaranty period, the affected part, parts, or materials shall be replaced promptly with new parts or materials by the CONTRACTOR or Manufacturer at no expense to the CITY. In the event the CONTRACTOR fails to make the necessary repairs or replacements within thirty (30) days after notification by the CITY, the CITY may accomplish the work at the expense of the CONTRACTOR.

The CONTRACTOR shall provide the CITY with a written warranty of its work and with a copy of the manufacture's warranty as it relates to the materials and parts used to construct Gulfstream Way and Lone Pine Estates.

ARTICLE 34 – PROTECTION OF WORK AND PROPERTY

The CONTRACTOR shall continuously maintain adequate protection of all work from damage, and shall protect such work and the CITY'S property from injury or loss arising during the term of the Contract. Except for any such damage, injury, or loss which may be directly due to errors caused by the CITY or employees of the CITY, the

CONTRACTOR shall adequately protect adjacent property, as provided by the law, and shall provide guard fences, lights, and any other necessary materials to carry out such protection.

Until acceptance of the work by the CITY, the CITY'S property shall be under the charge and care of the CONTRACTOR and the CONTRACTOR shall take every necessary precaution against injury or damage to the work by the action of the elements or from any other cause whatsoever, and the CONTRACTOR shall repair, restore and make good, without additional charge any work occasioned by any of the above causes before its completion and acceptance by the CITY.

ARTICLE 35 – TIME

Time is of the essence in all respects under this Contract.

ARTICLE 36 - TERMINOLOGY AND CAPTIONS

All pronouns, singular, plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. The term "Contract" as used herein, as well as the terms "herein", "hereof", "hereunder", "hereinafter" and the like mean this Contract in its entirety and all exhibits, amendments and addenda attached hereto and made a part hereof. The captions and paragraph headings are for reference and convenience only and do not enter into or become a part of the context of this Contract, nor shall such headings affect the meaning or interpretation of this Contract.

ARTICLE 37 - WAIVER

Failure of the CITY to enforce or exercise any right(s) under this Contract shall not be deemed a waiver of the CITY'S right to enforce or exercise said right(s) at any time thereafter.

ARTICLE 38 - PREPARATION

This Contract shall not be construed more strongly against either party regardless of who was more responsible for its preparation.

ARTICLE 39 - MATERIALITY

All provisions of the Contract shall be deemed material. In the event CONTRACTOR fails to comply with any of the provisions contained in this Contract or exhibits, amendments and addenda attached hereto, said failure shall be deemed a material breach of this Contract and CITY may at its option and without notice terminate this Contract.

ARTICLE 40 - REPRESENTATIONS/BINDING AUTHORITY

CONTRACTOR has full power, authority and legal right to execute and deliver this Contract and perform all of its obligations under this Contract. By signing this Contract, All-Site Construction Inc. hereby represents to the CITY that he/she has the authority and full legal power to execute this Contract and any and all documents necessary to

effectuate and implement the terms of this Contract on behalf of the party for whom he or she is signing and to bind and obligate such party with respect to all provisions contained in this Contract.

ARTICLE 41 - EXHIBITS

Each exhibit referred to in this Contract forms an essential part of this Contract. The exhibits, if not physically attached, should be treated as part of this Contract and are incorporated herein by reference.

ARTICLE 42 - CONTRACT DOCUMENTS AND CONTROLLING PROVISIONS

This Contract consists of plans, specifications and contract manual. The CONTRACTOR agrees to be bound by all the terms and conditions set forth in this Contract and plans and specifications. To the extent that there exists a conflict between this Contract and plans and specifications, the terms, conditions, covenants, and/or provisions of this Contract shall prevail. Wherever possible, the provisions of such documents shall be construed in such a manner as to avoid conflicts between provisions of the various documents.

ARTICLE 43 - LEGAL EFFECT

This Contract shall not become binding and effective until approved by the CITY COUNCIL OF THE CITY OF RIVIERA BEACH or its designated representative.

ARTICLE 44 - NOTICE OF COMPLAINTS OR SUITS

Each party will promptly notify the other of any complaint, claim, suit or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Contract. Each party agrees to cooperate with the other in any investigation either may conduct, the defense of any claim or suit in which either party is named, and shall do nothing to impair or invalidate any applicable insurance coverage.

ARTICLE 45 – SURVIVABILITY

Any provision of this Contract which is of a continuing nature or imposes an obligation which extends beyond the term of this Contract shall survive its expiration or earlier termination.

ARTICLE 46 - DEFAULT

Notwithstanding anything contained in this Contract to the contrary, the parties agree that the occurrence of any of the following shall be deemed a material event of default and shall be grounds for termination:

- a. The filing of a lien by any subcontractor or third tier subcontractor including, but not limited to materialmen, suppliers, or laborers, upon any property, right of way, easement, other interest in land or right to use such land within the territorial boundaries of the CITY which lien is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR;

b. The filing of any judgment lien against the assets of CONTRACTOR related to the performance of this Contract which is not satisfied, discharged or contested in a court of law within thirty (30) days from the date of notice to the CONTRACTOR; or

c. The filing of a petition by or against the CONTRACTOR for relief under the Bankruptcy Code, or for its reorganization or for the appointment of a receiver or trustee of the CONTRACTOR or the CONTRACTOR'S property; or an assignment by CONTRACTOR for the benefit of creditors; or the taking possession of the property of the CONTRACTOR by any governmental officer or agency pursuant to statutory authority for the dissolution or liquidation of the CONTRACTOR; or if a temporary or permanent receiver or trustee shall be appointed for the CONTRACTOR or for the CONTRACTOR'S property and such temporary or permanent receiver or Trustee shall not be discharged within thirty (30) days from the date of appointment.

The CONTRACTOR shall provide written notice to the CITY of the occurrence of any event of default within ten (10) days of CONTRACTOR'S receipt of notice of any such default.

ARTICLE 47 - WAIVER OF SUBROGATION

CONTRACTOR hereby waives any and all rights to Subrogation against the CITY, its officers, employees and agents for each required policy. When required by the insurer, or should a policy condition not permit an insured to enter into a pre-loss agreement to waive subrogation without an endorsement, then the CONTRACTOR shall agree to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which a condition to the policy specifically prohibits such an endorsement, or voids coverage should the CONTRACTOR enter into such an agreement on a pre-loss basis.

ARTICLE 48 - RIGHT TO REVIEW

The CITY, by and through its Risk Management Department, in cooperation with the contracting/monitoring department, reserves the right to review, reject or accept any required policies of insurance, including limits, coverages, or endorsements, therein from time to time throughout the term of this Contract. The CITY reserves the right, but not the obligation, to review and reject any insurer providing coverage because of poor financial condition or failure to operate legally.

SIGNATURES ON THE FOLLOWING PAGE

IN WITNESS WHEREOF, the parties unto this Contract have set their hand and seal on the day and year above written.

CITY OF RIVIERA BEACH

CONTRACTOR

BY: Thomas A. Masters
THOMAS A. MASTERS
MAYOR

BY: Ezra Saffold
All-Site Construction, Inc.
Ezra Saffold
President

ATTEST:

BY: Carrie E. Ward
CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK

APPROVED AS TO TERMS AND
CONDITIONS

BY: Vincent Akhimie
VINCENT AKHIMIE
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

BY: Pamala H. Ryan
PAMALA H. RYAN,
CITY ATTORNEY

Date: 12/8/09

EXHIBIT "A"

SCOPE OF WORK

The Gulfstream Way project involves the construction of drainage improvements along Gulfstream Way in the City of Riviera Beach. The work includes removal and replacement of inlet structures, grouting existing reinforced concrete drainage culvert, installation of reinforced concrete drainage culverts, manhole structure, asphalt pavement, and concrete driveway.

The Lone Pine Estates project involves the construction of drainage improvements in Lone Pine estates in the City of Riviera Beach. The work includes installation of a corrugated metal drainage culvert and manhole structure, and removal and grouting of existing polyvinyl chloride (PVC) pipe.

EXHIBIT "B"

SCHEDULE OF PAYMENTS

The Scope of Work to be completed by CONTRACTOR as defined in Exhibit "A" is based on 90% completion and compensation for the work tasks stated herein and shall be paid in accordance with Article 3 and the following Schedule of Values, which is attached herein and which forms a part of Exhibit B.

RESOLUTION NO. 166-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AMENDMENT NUMBER 1 TO INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY AND THE CITY OF RIVIERA BEACH FOR FUNDING OF THE EXPANSION AND RENOVATION OF THE RIVIERA BEACH MARINA AND INCLUDE THE REVISED EXHIBIT A AND EXHIBIT C, AND COUNTY REVISIONS TO SECTION 4.05 SPECIFYING THE REIMBURSEMENT REQUIREMENTS IN THE CASE OF LEASE OR CONTROL CHANGES; AND AUTHORIZING THE FINANCE DIRECTOR TO REVISE THE BUDGET FOR THE CITY OF RIVIERA BEACH MARINA EXPANSION PROJECT IN THE AMOUNT OF \$5,000,000 AS PROVIDED IN THE REVISED EXHIBITS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on November 2, 2004, a bond referendum was passed by the voters of Palm Beach County for the issuance of general obligation bonds for the purpose of financing the acquisition, construction, and/or improvements to waterfront access in Palm Beach County, in the principal amount of \$50 million ("The \$50 million Waterfront Access Bond"); and

WHEREAS, the Board of County Commissioners, Palm Beach County has approved funding allocations for water access projects; and

WHEREAS, the City of Riviera Beach desires to construct additional docks, boat slips and upgrade restrooms/laundry facilities, install new fuel tanks and upgrade/expand parking area at the City of Riviera Beach Municipal Marina; and

WHEREAS, the Board of County Commissioners, Palm Beach County and City of Riviera Beach entered into an Interlocal Agreement that provided grant funds in amount of \$5,000,000 for the Riviera Beach Marina Expansion Project; and

WHEREAS, the Interlocal Agreement required that the project be completed and open to the public within two (2) years; and

WHEREAS, the City has changed the scope of the project and has requested additional time to complete the project; and

WHEREAS, the Interlocal Agreement has been amended to require that the project be completed and open to the public for its intended use on or before October 1, 2011; and

WHEREAS, at the October 21, 2009 meeting, the City Council approved revisions to Exhibit A to exclude the renovation of the dry storage building and to include demolition of the dry storage facility, construction of ground stands and a temporary rack system; and

WHEREAS, the cost for the aforementioned changes are reflected in the revised detailed cost estimates in Exhibit C.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA AS FOLLOWS:

SECTION 1. That the Mayor and City Clerk are authorized to execute Amendment Number 1 to Interlocal Agreement between Palm Beach County and the City of Riviera Beach for Funding of the Expansion and Renovation of the Riviera Beach Marina and include the revised Exhibit A and Exhibit C and County revisions to Section 4.05 specifying the reimbursement requirements in the case of lease or control changes.

SECTION 2. That the Finance Director is authorized to revise the budget in the City of Riviera Beach Marina Expansion fund as follows:

REVENUE:

424-00-337709	PB County Water Access Bond	\$5,000,000
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EXPENDITURE:

424-0000-543-1-6251	Wet Slip Replace/Dry Stack Reconfiguration	\$2,250,000
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424-0000-543-2-6251	Restroom & Laundry Improvement	\$ 675,000
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424-0000-543-3-6351	Dock Repair/Replacement	\$ 900,000
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424-0000-543-4-6351	Parking Lot Beautification/Expansion	\$ 150,000
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424-0000-543-5-6351	Fuel Tank Replacement	\$ 560,000
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424-0000-543-6-3101	Professional Services	<u>\$ 465,000</u>
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TOTAL \$5,000,000

SECTION 3. This Resolution shall take effect immediately upon its passage and approval by the City Council.

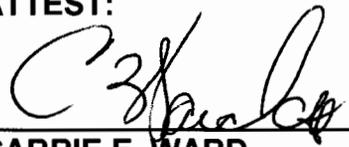
PASSED AND APPROVED this 16th day of December, 2009.

APPROVED:


THOMAS A. MASTERS
MAYOR

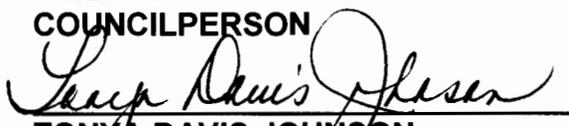

DAWN S. PARDO
CHAIRPERSON

ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


TONYA DAVIS JOHNSON
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: T. Johnson

B. BROOKS aye

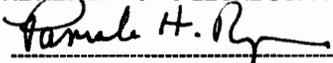
J. DAVIS aye

T. JOHNSON aye

D. PARDO aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/10/09

RESOLUTION NO. 167-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF RIVIERA BEACH AND PITTMAN LAW GROUP P.L. TO PROVIDE LOBBYIST REPRESENTATION AT THE STATE LEVEL ON BEHALF OF THE CITY OF RIVIERA BEACH; COMPENSATION SHALL BE \$5,000.00 PER MONTH FOR THE PERIOD JANUARY 1, 2010 THROUGH DECEMBER 31, 2010; AUTHORIZING THE FINANCE DIRECTOR TO TRANSFER \$45,000 FROM ACCOUNT NO. 001-0203-519-0-3406 ORIGINALLY BUDGETED FOR MARKETING TO THE PROFESSIONAL SERVICES - OTHER, ACCOUNT NO. 001-0203-5190-3106 AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Riviera Beach has solicited a request for qualifications from Professional Lobbyist firms to provide qualifications for representation of the City's policies, programs and other necessary services of specific legislative issues as determined by the City Council; and

WHEREAS, Pittman Law Group P.L. has duly qualified experts in the field of grant programs; and economic development, business development, transportation, infrastructure, water and sewer, appropriations and State grant programs administered by the State government; and

WHEREAS, in the judgment of the City Council, it is necessary and desirable to employ the services of Pittman Law Group P.L. to assist the City with public works, transportation, communications, water resources, housing, and state grant programs administered by the State government; and

WHEREAS, the terms of the contract is for twelve months commencing on January 1, 2010 to December 31, 2010.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA as follows:

Section 1. That the Mayor and City Clerk are hereby authorized to execute an Agreement between the City of Riviera Beach and Pittman Law Group P.L. to provide lobbyist representation at the state level on behalf of the City of Riviera Beach.

Section 2. That the Finance Director is authorized to transfer \$45,000 from account number 001-0203-519-0-3406 originally budgeted for Marketing, leaving a balance of \$45,000 to account number 001-0203-519-0-3106 and set up budget for same in the Professional Services - Other account number 001-0203-519-0-3106.

Section 3. That compensation shall be \$5,000.00 per month for the period of January 1, 2010 through December 31, 2010, and the same is to be paid from the Professional Services - Other, Account No. 001-0203-5190-3106.

Section 4. This Resolution shall take effect immediately upon passage and adoption by the City Council.

PASSED and ADOPTED this 16th day of December, 2009.

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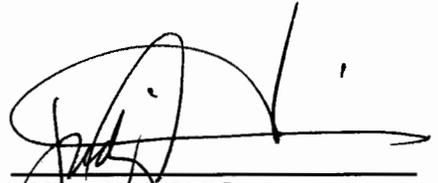
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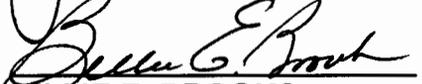

THOMAS A. MASTERS
MAYOR


DAWN S. PARDO
CHAIRPERSON

ATTEST:


CARRIE E. WARD,
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


TONYA DAVIS JOHNSON
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: J. Davis

SECONDED BY: T. Johnson

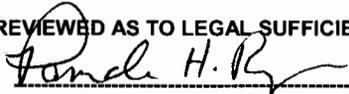
D. PARDO aye

J. DAVIS aye

B. BROOKS aye

T. DAVIS JOHNSON aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY

PAMALA HANNA RYAN, CITY ATTORNEY

12/9/09
DATE

12/9/09.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF RIVIERA BEACH AND
PITTMAN LAW GROUP P.L.**

THIS AGREEMENT entered into the 16th day of DECEMBER, 2009 by and between the City of Riviera Beach, hereinafter referred to as "CITY", and the firm of Pittman Law Group P.L., a Florida corporation, hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR has duly qualified experts in the field of grant programs; and economic development, business development, transportation, infrastructure, water and sewer, appropriations and State grant programs administered by the State government.

WHEREAS, in the judgment of the City Council, it is necessary and desirable to employ the services of CONTRACTOR to assist the CITY in the above referenced areas.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

PART I – SPECIFIC PROVISIONS

A. SERVICES TO BE PROVIDED: CONTRACTOR will consult and advise, as requested, on transportation, communications, water resources, housing, public works, and Federal grant programs, including but not limited to:

1. Assisting in the development of strategies relating to the governmental agencies that regulate and fund transportation, communications, water resources, public works, and housing programs. CONTRACTOR will focus their efforts on obtaining funding for CITY priorities included in the CITY's State Work Plan developed by CONTRACTOR in conjunction with the CITY;
2. Securing appropriate authorizations and funding from the State Legislation and State agencies to implement the CITY's projects;
3. Maintaining direct and frequent contact with key State Senators and Representatives who may have an impact upon the CITY;
4. Advocating CITY interests during the State Legislative and regulatory process;
5. Lead and organizing successful local efforts to obtain funding and beneficial status for the CITY's projects;

6. Providing the CITY with a written bi-weekly or as needed reports of activities and agrees to attend CITY meetings at any time upon the CITY'S request;
 7. Assisting the CITY in developing the CITY's Legislative Agenda for Fiscal Years 2010, 2011 and 2012;
 8. Drafting Legislative proposals for consideration by State Legislators;
 9. Facilitating meetings with appropriate Legislator and/or Executive Officials to obtain support for CITY's Legislative Agenda and specific City projects;
 10. Representing the CITY before the Legislature and its various committees on all legislation affecting CITY projects or issues that are of concern to the CITY. CONTRACTOR will monitor all such legislation introduced and provide customized reports, at least bi-weekly during the legislative session and as directed by CITY staff during the rest of the contract period, on legislation;
 11. Identifying and lobbying for State funding sources for CITY;
 12. Coordinating CITY testimony and position papers as well as providing direct testimony (as directed by CITY staff) that is in support and/or opposition to such legislation. In addition, CONTRACTOR will work with CITY staff and City Council to coordinate CITY support;
 13. Monitoring the activities of executive agencies, with reference to CITY projects and issues. CONTRACTOR will notify the CITY of any upcoming administrative proposals related to CITY projects and issues on their legislative agenda; and
 14. Maintaining reasonable contacts and working relationships with other organizations and groups interested in CITY projects and issues to determine their positions in support to CITY projects and issues, as well as coordinating efforts when in common with other local governments, Palm Beach County or others with a similar interest. CONTRACTOR involvement would include providing written monthly reports of such activities.
- B. **PAYMENT:** CONTRACTOR'S compensation for the services provided hereunder shall be \$5,000 per month or a total of \$60,000 for twelve months' retainer. The monthly \$5,000 fee invoice shall be submitted by CONTRACTOR at the first of each month, beginning on January 1, 2010. All travel or other business related expenses will be incurred and reimbursed only following the approval by the City Manager.

- C. **KEY PERSONNEL:** CONTRACTOR has represented to CITY that CITY will have Sean Pittman, Esq. principal of CONTRACTOR'S services and Ronald L. Book, P. A., in the performance of CONTRACTOR'S duties hereunder, and has relied on that representation as an inducement to entering into this Agreement.

PART II – GENERAL PROVISIONS

- A. **ASSIGNMENT AND DELEGATION:** Except as above, neither party hereto shall assign or delegate any interest in or duty under this Agreement without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
- B. **STATUS OF CONTRACTOR:** The parties intend that CONTRACTOR, in performing the services hereinafter specified, shall act as an independent CONTRACTOR and shall have control of the work and the manner in which it is performed. CONTRACTOR is not to be considered an agent or employee of CITY and is not entitled to participate in any pension plan, insurance bonus, or similar benefits CITY provides its employees.
- C. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING INVOICES, AND MAKING PAYMENTS:** All notices, invoices and payments shall be made in writing and may be given by personal delivery or by mail. Notices, invoices and payments sent by mail should be addressed as follows:

CITY: RUTH C. JONES
CITY MANAGER
600 WEST BLUE HERON BOULEVAD
RIVIERA BEACH, FL 33404
(561) 845-4010

CONTRACTOR: SEAN PITTMAN, ESQ.
PITTMAN LAW GROUP, P.L.
2655 N. OCEAN DRIVE, SUITE 130
RIVIERA BEACH, FL 33404
(561) 845-7453

- D. **NON-DISCRIMINATION:** CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, age, marital status, medical condition, or physical or mental disability.

- E. **TERM OF AGREEMENT:** This Agreement shall become effective on January 1, 2010 and shall terminate on December 31, 2010 or upon 30 days' notice by either party with or without cause.

- F. **JURISDICTION:** This Agreement and performance hereunder and all suits and special proceedings hereunder shall be construed in accordance with the laws of the State of Florida. In any action, special proceeding or other proceeding that may be brought arising out of, in connection with, or by reason of this Agreement, the laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which the action or special proceeding may be instituted.

- G. **INDEMNIFICATION:** The CONTRACTOR shall indemnify and save harmless and defend the CITY, its agents, servants, and employees from and against any and all claims, liability, losses, and/or causes of action which may arise from any negligent act or omission of the CONTRACTOR, its agents, servants, or employees in the performance of services under this Agreement.

The CONTRACTOR further agrees to indemnify, save harmless and defend the CITY, its agents, servants and employees from and against any claim, demand or cause of action of whatsoever kind or nature arising out of any conduct or misconduct of the CONTRACTOR not included in the paragraph above and for which the CITY, its agents, servants or employees are alleged to be liable.

CONTRACTOR shall pay all claims, losses, liens, fines, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, all costs, expert witness fees, reasonable attorney's fees, and court and/or arbitration costs. These indemnifications shall survive the term of this Agreement or any renewal thereof.

The CONTRACTOR shall defend all actions in the name of the CITY, when applicable, however, CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of the CONTRACTOR.

Nothing contained in this Article shall be construed or interpreted as consent by the CITY to be sued, nor as a waiver of sovereign immunity beyond the waiver provided in Section 768.28, Florida Statutes.

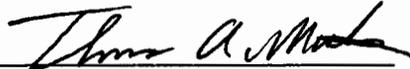
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this _____ day of _____, 2009.

ATTEST:



Carrie E. Ward, MMC
City Clerk

CITY OF RIVIERA BEACH



Thomas A. Masters
Mayor

REVIEWED FOR LEGAL SUFFICIENCY

Pamala H. Ryan
City Attorney
City of Riviera Beach

DATE: _____



Pittman Law Group P.L.

RESOLUTION NO. 168-09

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, PALM BEACH COUNTY, FLORIDA, AUTHORIZING THE GENERAL TERMS AND CONDITIONS, SCOPE OF SERVICES AND TECHNICAL SPECIFICATIONS FOR CITY OF RIVIERA BEACH RFP NO. 246-09 FOR THE ANNUAL FRANCHISE AGREEMENT FOR SOLID WASTE COLLECTION AND DISPOSAL SERVICES; AUTHORIZING THE PURCHASING DIRECTOR TO SOLICIT OFFERS FOR SAME FROM QUALIFIED PROVIDERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City's existing franchise agreement for solid waste collection and disposal services expires September 30, 2010; and

WHEREAS, the provisions of the City's Procurement Ordinance (2412) requires such services to be publicly solicited and acquired by sealed proposal/bid; and

WHEREAS, a new contract for solid waste services is required to be finalized sufficiently in advance to allow the new contractor time to order equipment, hire staff and otherwise prepare for providing the needed services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RIVIERA BEACH, FLORIDA THAT:

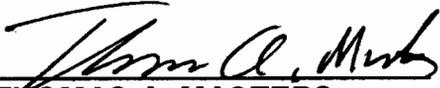
SECTION 1. The City Council hereby approves the general term and conditions, scope of services and technical specifications for RFP No. 246-09 for solid waste collection and disposal services.

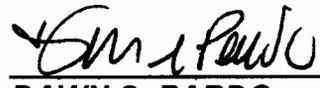
SECTION 2. The Purchasing Director is authorized to publicly solicit sealed offers for solid waste collection and disposal services.

SECTION 3. This Resolution shall take effect upon its passage and approval by the City Council.

PASSED AND APPROVED this 16th day of December 2009

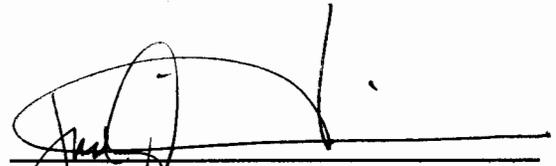
APPROVED:

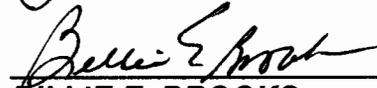

THOMAS A. MASTERS
MAYOR

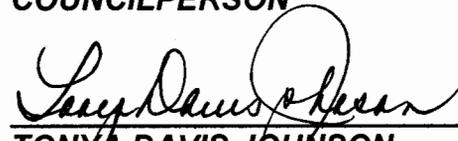

DAWN S. PARDO
CHAIRPERSON

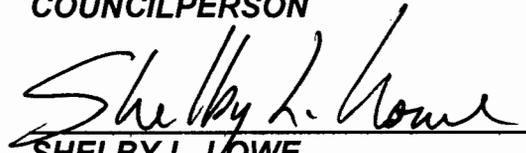
ATTEST:


CARRIE E. WARD
MASTER MUNICIPAL CLERK
CITY CLERK


JUDY L. DAVIS
CHAIR PRO TEM


BILLIE E. BROOKS
COUNCILPERSON


TONYA DAVIS JOHNSON
COUNCILPERSON


SHELBY L. LOWE
COUNCILPERSON

MOTIONED BY: T. Johnson

SECONDED BY: J. Davis

T. JOHNSON aye

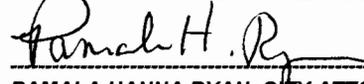
D. PARDO aye

J. DAVIS aye

B. BROOKS aye

S. LOWE aye

REVIEWED AS TO LEGAL SUFFICIENCY


PAMALA HANNA RYAN, CITY ATTORNEY

DATE: 12/9/09